TRANSPORTATION SERVICES CONTRACT
BETWEEN
OLYMPIC COMMUNITY ACTION PROGRAMS
AND
CLALLAM TRANSIT SYSTEM

This Contract is made and entered into by and between Olympic Community Action Programs, hereinafter referred to as "OlyCAP", and the below named firm, hereinafter referred to as "CTS," or "Contractor."

Clallam Transit System
830 W. Lauridsen Blvd
Port Angeles, Washington 98363
Phone: (360) 452-4511
Fax: (360) 452-1316
Federal ID: 91-1405592

PURPOSE

The purpose of this contract is to continue the operation of the Job Lift program begun July 1, 2001— a program that provides transportation services that connect TANF-eligible individuals and other low-income (at or below 175% of federal poverty level) workers to jobs and other employment-related activities.

Special Terms and Conditions

SCOPE OF WORK

A. CTS will provide services and staff, and otherwise do those things necessary for or incidental to Job Lift operations, as set forth in Exhibit B, Scope of Work.

B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between OlyCAP and CTS, and specific obligations of both parties.

C. CTS shall produce any required written reports or other written documents (deliverables) necessary for OlyCAP to meet its reporting obligations to the Washington State Department of Transportation as set forth in Exhibit E, Operating Assistance Agreement. All written reports required under this contract must be delivered to Marki Lockhart, the Contract Manager.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from July 1, 2017 through June 30, 2019.

COMPENSATION/ PAYMENT

OlyCAP shall pay an amount not to exceed fourty thousand dollars ($40,000) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

A. OlyCAP will disburse funds to CTS for its costs incurred based on a formula of $.50 per mile of van travel for all of the vans in service. This rate may be re-negotiated not more frequently than annually.

B. In keeping with provisions described below under the heading "INSURANCE," OlyCAP agrees to pay the deductible portion of any claim against CTS' insurance resulting from an accident involving any of the Job Lift vanpool vans.

BILLING PROCEDURES

OlyCAP will pay CTS upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document, to OlyCAP's satisfaction, the work performed.

Payment shall be considered timely if made by OlyCAP within thirty (30) days after receipt of properly completed invoices. It is recognized as priority by both parties that all work under this contract is, by extension, authorized and funded through a grant from the State of Washington to OlyCAP, as set forth in Exhibit E being, itself, a reimbursement contract. All invoices are, therefore, subject to review of two entities, the process of which may cause unintended delay of payments. Payment shall be sent to the address designated by CTS.

OlyCAP may, at its sole discretion, terminate the contract or withhold payments claimed by CTS for services rendered if CTS fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by OlyCAP.

The final invoice voucher covering costs incurred for work performed on or before June 30, 2018, must be submitted by CTS prior to July 5th, 2018, and the final invoice voucher covering costs incurred for work performed between July 1, 2018 and June 30, 2019, must be submitted by CTS prior to July 3rd, 2019 to allow OlyCAP sufficient time for processing. Payment of the final voucher under this contract shall be contingent upon OlyCAP's receipt and approval of any products or deliverables designated in Exhibit B.

OlyCAP shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

DUPLICATION OF BILLED COSTS: CTS shall not bill OlyCAP for services performed under this contract, and OlyCAP shall not pay CTS, if CTS is entitled to payment or has been or will be paid by any other source, including grants, for that service.

DISALLOWED COSTS: CTS is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CTS is:	Contract Manager for OlyCAP is:
Kevin E. Gallacci, General Mgr. Clallam Transit System 830 W. Lauridsen Blvd Port Angeles, Washington 98363 Phone: (360) 452-4511 Fax: (360) 452-1316 Keving@clallamtransit.com	Marki Lockhart, Community Service Director Olympic Community Action Programs 823 Commerce Loop Port Townsend, Washington 98368 Phone: (360) 385-2571 Fax: (360) 385-5185 mlockhart@olycap.org

INSURANCE

CTS shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect OlyCAP and the State of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of CTS or subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, OlyCAP, their agents and employees as additional insured under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Coverages must meet or exceed those delineated in Operating Assistance Agreement (attached as Exhibit E). CTS shall instruct the insurers to give OlyCAP 30 days advance notice of any insurance cancellation.

CTS shall submit to OlyCAP within fifteen days of the contract effective date, a certificate of insurance or other similar document, which outlines the coverage and limits defined in the Insurance section. CTS shall submit renewal documentation as appropriate during the term of the contract.

CTS shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, CTS is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability - In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by CTS, automobile liability insurance shall be required. The minimum limit for automobile liability is:

$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

OlyCAP does agree to pay deductible costs in the event of an accident involving Job Lift vanpool vans which results in a claim against CTS' insurance.

USE OF SUBCONTRACTS

CTS may enter into subcontracts for work contemplated under this contract without obtaining prior approval of OlyCAP. CTS shall follow applicable policies regarding procurement. CTS is responsible for the performance of any subcontractors. CTS shall require all subcontractors to follow the same rules and regulations as pertinent and described in this document.

PURCHASES

CTS shall make purchases of any equipment pursuant to this Contract through procurement procedures identified in FTA Circular 4220.1F "Third Party Contracting Requirements," and revision or replacement thereof; applicable Federal regulations or requirements, which are included in Exhibit D; and FTA third party contracting regulations when promulgated, which by this reference is incorporated herein.

ASSURANCES

OlyCAP and CTS agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations, including, but not limited to:

A. Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified in Department of Labor regulations at 29 CFR part 95.

B. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as codified in Department of Labor regulations at 29 CFR part 97.

C. Specific federal and state laws and regulations, as applicable, which are included in Exhibit D, Applicable Laws and Regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument

- Exhibit A – General Terms and Conditions
- Exhibit B – Scope of Work
- Exhibit C – Budget and Payment Plan
- Exhibit D – Applicable Laws and Regulations
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of OlyCAP's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of five pages and five attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

Dale Wilson, Executive Director Olympic Community Action Programs	Kevin E. Gallacci, General Manager Clallam Transit System
Signature	Signature
Executive Director	General Manager 10/16/2017
Title Date	Title Date

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meanings set forth below:

(a) "Client" shall mean an agency, firm, organization, individual or other entity applying for or receiving services under this contract.

(b) "Cognizant State Agency" shall mean the state agency from whom the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient.

(c) "Contractor" shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this agreement.

(d) "Contracting Officer" shall mean that individual authorized to execute this agreement on behalf of OlyCAP.

(e) "Department" shall mean the Department of Transportation of the State of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

(f) "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

(g) "Subcontractor" shall mean one not an employee of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

(h) "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

(i) A "Vendor" is an entity that agrees to provide the amount and kind of services requested by OlyCAP; provides services under the contract only to those beneficiaries individually determined to be eligible by OlyCAP and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

INDEPENDENT CAPACITY – The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of OlyCAP. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of OlyCAP or of the State of Washington by reason hereof, nor will

the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

NONDISCRIMINATION – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with OlyCAP. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 -- The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

INDEMNIFICATION – To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State of Washington (hereafter "State"), agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractors' agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

REGISTRATION WITH DEPARTMENT OF REVENUE – As applicable, the Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

INDUSTRIAL INSURANCE COVERAGE – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, OlyCAP may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. OlyCAP may

- deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by OlyCAP under this contract, and
- transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's rights to collect from the Contractor.

COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. OlyCAP shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or,

in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

CONFLICT OF INTEREST – OlyCAP may, in its sole discretion, by written notice to the Contractor terminate this contract if it finds after due notice and examination by the contracting Officer that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute or Code of Ethics involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, OlyCAP shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of OlyCAP provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contracting Officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

TREATMENT OF ASSETS -

(a) Title to all property financed or furnished by the Department shall remain in the Department. Title to all property purchased by the Contractor, for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Department upon delivery of such property to the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

(b) Any property of OlyCAP furnished to the Contractor shall, unless otherwise provided herein, or approved by OlyCAP, be used only for the performance of this contract. Clallam Transit will show as "Registered Owner" for all vehicles operated under this contract. Either OlyCAP or the Department shall retain a lien on the title of said vehicles.

(c) The Contractor shall be responsible for any loss or damage to property of OlyCAP which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

(d) If any OlyCAP property is lost, destroyed, or damaged, the Contractor shall notify OlyCAP and shall take all reasonable steps to protect the property from further damage.

(e) The Contractor shall surrender to OlyCAP all property of OlyCAP prior to settlement upon completion, termination or cancellation of this agreement.

(f) All reference to the Contractor under this clause shall include the Contractor's employees, agents or subcontractors.

ASSIGNMENT – Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of OlyCAP.

CHANGE IN STATUS – In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, the Contractor agrees to notify OlyCAP of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

RECORDS, DOCUMENTS, AND REPORTS – The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by OlyCAP, personnel duly authorized by OlyCAP, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SINGLE AUDIT ACT REQUIREMENTS -- If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends $300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the Contracting Officer named in this contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable).

SAFEGUARDING OF INFORMATION – The Contractor shall not use or disclose any:

- personal information gained by reason of this contract, or
- information which may be classified as confidential,

for any purpose not directly connected with the administration of this contract except (1) with prior written consent of OlyCAP, or (2) as may be required by law. The Contractor shall safeguard such information and shall return or certify destruction of the information upon termination of the records retention period provided in this contract.

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

OlyCAP reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by OlyCAP. Contractor shall certify the return or destruction of all personal information upon termination of the records retention period provided in this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless OlyCAP for any damages related to the Contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

ACCESS TO DATA -- In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to OlyCAP, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

RIGHTS IN DATA - Unless otherwise provided, data that originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by OlyCAP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under the contract, but that does not originate there from, shall be transferred to OlyCAP with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise OlyCAP, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement. OlyCAP shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any data delivered under this agreement. OlyCAP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

SUBCONTRACTING – Except as otherwise provided within this contract, neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior approval of OlyCAP. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to OlyCAP for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

LICENSING AND ACCREDITATION STANDARDS - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to OlyCAP or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of OlyCAP. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, OlyCAP may terminate the contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at OlyCAP's discretion under those new funding limitations and conditions.

LIMITATION OF AUTHORITY - Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

WAIVER OF DEFAULT - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer of OlyCAP.

CHANGES AND MODIFICATIONS - The Contracting Officer may, at any time, by written notification to the Contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the Contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the Contractor's receipt of the change notice.

The Contracting Officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

DISPUTES – Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within 10 days. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than 2 parties). The DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

TERMINATION FOR DEFAULT - The Contracting Officer may terminate this contract for default, in whole or in part, by written notice to the Contractor if OlyCAP has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with OlyCAP;
b. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
c. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or

d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Contracting Officer may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, OlyCAP shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURE - Upon termination of this contract OlyCAP, in addition to any other rights provided in this contract, may require the Contractor to deliver to OlyCAP any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

OlyCAP shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by OlyCAP and the amount agreed upon by the Contractor and the Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OlyCAP, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of the liability of OlyCAP. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

OlyCAP may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect OlyCAP against potential loss or liability.

The rights and remedies of OlyCAP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop work under the agreement on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete such portion of the work not terminated;

3. Assign to OlyCAP, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case OlyCAP has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to OlyCAP and deliver, in the manner, at the times and to the extent as directed by the Contracting Officer, any property which, if the contract had been completed, would have been required to be furnished to OlyCAP;

6. Complete performance of such part of the work not terminated by the Contracting Officer; and,

7. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which OlyCAP has or may acquire an interest.

OVERPAYMENTS AND ASSERTION OF LIEN - In the event that OlyCAP establishes overpayments or erroneous payments made to the Contractor under this contract, OlyCAP may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to OlyCAP, or by doing both.

GOVERNING LAW -- This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Clallam County.

SEVERABILITY – If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY - If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

EXHIBIT B

SCOPE OF WORK

Contractor: Clallam Transit System

Summary:

In keeping with the program described in OlyCAP's contract with the State of Washington as set forth in Exhibit E, to operate three vans and in collaboration with OlyCAP and the Forks offices of DSHS and Employment Security, to provide vanpool services for low-income clients working in west end of Clallam County, including Tribal Lands, at Clallam Transit System's performance and operating standards.

Performance Targets

Project Specific Information	**July 1, 2017 through June 30, 2019**
Revenue Vehicle Hours	650
Revenue Vehicle Miles	32,000

EXHIBIT C

BUDGET AND PAYMENT PLAN

1. The budget shall consist of the following elements:

Category of Expenditure

	2017-2018	2018-2019	Total
Capital Costs	-	-	
Operating Costs	$18,000	$18,000	$36,000
Total			$36,000

Eligible costs

Costs incurred for the fuel, operation and maintenance of three vanpools, including costs associated with training vanpool drivers. Vanpool drivers must be eligible and trained by CTS before they can perform the duties of a vanpool driver in accordance with CTS performance and operating standards. Drivers will be enrolled in ENVISION. Direct administrative expenses associated with the provision of job access and reverse commute services are also eligible operating expenses. Provide routine preventative maintenance and repair of engines, drive trains, mechanical parts, and accessories.

Examples of services and repairs available by the PTC will include the following:

- Standard lubrication, oil changes and other fluids as needed
- Complete safety inspection
- Complete brake repairs and rebuild
- Complete electrical system repair
- Complete exhaust work
- Complete engine work rebuild of heads, block boring, alternators, starters, air compressors, etc.
- Transmission, drive train and rear-end work
- Complete front-end and steering work
- Tire purchase, repair and other work as per tire contract services when needed
- Full service check for each vehicle to include:
    1) Lubrication
    2) Brake check
    3) Exhaust system check
    4) Transmission and rear-end
    5) Front end and steering check
    6) Tire check

Body and interior work will be accomplished at CTS' discretion.

2. Payment Plan:

Operating costs will be disbursed on a reimbursement basis for actual costs incurred. Documentation of actual costs is not required with each invoice, but must be available upon request.

Barring unforeseen fluctuations in vanpool operations, it is expected that each month's expenditures will equal to 1/24th of the two-year contract total, of approximately $1,250 per month.

3. Special Budget Provisions:

   In the event OlyCAP is constrained to pay deductibles as otherwise mentioned herein, OlyCAP may, at its discretion modify the above budget.

4. Replacement of Vehicles:

   OlyCAP will be solely responsible for funding replacement vehicles for this project.

   Should one of the vehicles be damaged and not available for this project, Clallam Transit is under no obligation to provide a replacement vehicle. OlyCAP may opt to lease from Clallam Transit a replacement vehicle or to provide another appropriate vehicle at its cost.

EXHIBIT D

APPLICABLE LAWS AND REGULATIONS

The State of Washington requires the CONTRACTOR, to comply with the following laws and regulations, as referred to in Section 24 of this CONTRACT.

Federal Laws and Regulations

Drug Free Workplace Act, 41 U.S.C. 701 et seq.

Restrictions on Lobbying, 31 U.S.C. 1352

Uniform Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, OMB Circular A-110

Uniform Requirements for Grants and Cooperative Agreements to States and Local Governments, OMB Circular A-102

Audits of States, Local Governments, and Non-Profit Organizations, OMB Circular A-133

Cost Principles for Non-Profit Organizations, OMB Circular A-122

Cost Principles for State and Local Governments, OMB Circular A-87

Guidelines for Finance and Compliance Audit of Federally Assisted Programs

Hatch Political Activity Act, 5 U.S.C. 1501-8, 7324-26, Executive Order 12250, 28 CFR 41

Privacy Act of 1974, 5 U.S.C. 522(a)(5)

Anti-Kickback Act, 18 U.S.C. 874, 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54

Federal Fair Labor Standards Act, 29 U.S.C.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-333 and Department of Labor regulations, 29 CFR Part 5

Drug Abuse Office and Treatment Act of 1972, PL 92-255

Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, PL 91-616

Public Health Service Act of 192, as amended; 42 U.S.C. 290dd-3 and 290ee-3

Participation by disadvantaged business enterprises, 49 CFR Part 26

Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1

Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352

Nondiscrimination on the basis of sex, Title IX of the Education Amendments of 1972, 20 U.S.C. §§1680 et seq

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90

Nondiscrimination in Federally Assisted Programs, 10 CFR Part 104

Handicapped Recipients of Federal Financial Assistance, -Rehabilitation Act of 1973, Section 504, 29 U.S.C. Section 794

Americans with Disabilities Act 1990, 28 CFR Part 3542 U.S.C. 12101 et seq

Nondiscrimination in Federal Transit Programs, 49 U.S.C. § 5332

Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37;

Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, 49 CFR Part 27

Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38

Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35

Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 CFR Part 36

Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19

Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR Part 1630

Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled, 47 CFR Part 64, Subpart F

Transportation for Elderly and Handicapped Persons, 49 CFR Part 609

Any other nondiscrimination provisions in the specific statutes under which federal assistance for the project may be provided including, but not limited to Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note

Third Party Contracting Requirements, FTA Circular 4220.1D

Buy America, 49 U.S.C. 5323(j) and 49 CFR Part 661

Fly America, 49 U.S.C. 40118

Bus Testing, 49 U.S.C. § 5323(c) and 49 CFR Part 665

Pre Award and Post Delivery Audits of Rolling Stock, 49 U.S.C. § 5323(l) and 49 CFR Part 663

Grant Management Guidelines, FTA Circular 5010.1C

Washington State Laws And Regulations

State Budgeting, Accounting, and Reporting System Act, Chapter 43.88 RCW

Law Against Discrimination, Chapter 49.60 RCW

Regulations for Barrier Free Facilities, Chapter 51.10 WAC

Public Disclosure Act, Chapter 42.17 RCW

Ethics in Public Service Act, Chapter 42.52 RCW